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| **From:** | eBay <eBay@reply1.ebay.com> |
| **To:** | ehbarak1@gmail.com |
| **CC:** | |
| **Date:** | Mon, 8/18/2014 2:04:01 AM |
| **Subject:** | Updates to the eBay User Agreement, User Privacy Notice, and Money Back Guarantee |

**Updates to the eBay User Agreement, User Privacy Notice, and Money Back Guarantee**

Dear Ehud,

We are writing to let you know about updates to the eBay User Agreement, User Privacy Notice (formerly known as Privacy Policy), and Money Back Guarantee (formerly known as Buyer Protection Policy). The updated User Agreement, User Privacy Notice, and Money Back Guarantee were posted on www.ebay.com on August 12, 2014.

The updated User Agreement is effective September 15, 2014, or upon acceptance for users who accept it via electronic click-through prior to September 15, 2014. The User Privacy Notice and Money Back Guarantee are effective immediately for new users and on September 15, 2014, for current users.

**eBay User Agreement**

Key updates to the eBay User Agreement:

- **Using eBay.** Updates were made to clarify that users shall not use eBay's or other users' content without permission. This section has also been updated to indicate steps eBay may take to address abuse of its services and to make it clear that eBay may terminate or refuse service to anyone at its sole discretion.
- **Listing Conditions.** This section has been updated to reflect that content that violates our policies may be deleted at our discretion.
- **Purchase Conditions.** This section has been updated to make it clear that when you purchase an item on an eBay site other than eBay.com, you are subject to the User Agreement of that other site with respect to that purchase.
- **Translation.** We augmented this section to indicate that, when automated translation tools are available, you direct us to use them to translate your listings into local languages and to provide you with access to translations of other users' listings.
- **Recording Calls.** eBay may monitor or record telephone conversations with eBay or its agents for quality control and training purposes or for its own protection.
- **Returns.** We updated this section to clarify that if eBay hassle-free returns are applied to your listings, you authorize eBay to remove the refund amount from your PayPal account, place the amount on your invoice, and/or charge your payment method on file. By the 2015 holiday season, all eligible domestic returns on eBay will be eBay hassle-free returns and sellers may not remove hassle-free return settings from their listings. We updated this section also to reflect this future change.
- **Global Shipping Program.** We updated this section to underscore that for eligible listings for which you have not previously specified an international shipping option, buyers from select countries will be shown an International Priority Shipping option with end-to-end international tracking plus an estimate of associated import charges which will be confirmed for and paid by your buyer at checkout. If a buyer from one of the select countries purchases your eligible item, you simply ship the item to a US shipping center. Once accepted at the US shipping center, a global shipping

provider handles the international shipping, customs clearance, and delivery of the item to your international buyer. Sellers are not responsible for any loss or damage during the international leg of the shipment; buyers take on compliance responsibility for the export and import shipment.

- **Money Back Guarantee.** We updated this section to reflect changes in the Money Back Guarantee, specifically that sellers are responsible for return shipping costs if an item is not as described and that, if an eBay-generated return shipping label is used for return shipping on items not as described, we place the return shipping label cost on the seller's invoice.

- **Agreement to Arbitrate.** With limited exception, all issues with respect to disputes between you and eBay will continue to be decided by binding arbitration on an individual, non-class, non-representative basis, unless you have opted out under the terms of the Agreement to Arbitrate. Updates made to the Agreement to Arbitrate include the following:

    - You may assert claims in small claims court, if your claims qualify, so long as the matter remains in such court and advances only on an individual, non-class, non-representative basis.
    - The arbitrator will decide all issues except issues regarding whether a dispute is subject to arbitration, the scope or enforceability of the Agreement to Arbitrate, or the interpretation of Section 1 of the Agreement to Arbitrate, which will all be issues a court, not the arbitrator, will decide.
    - In the interest of ensuring that you and eBay may provide each other an opportunity to work out any disputes between us before resorting to arbitration, you and eBay must send each other a Notice of Dispute that explains the nature of the dispute before initiating arbitration. If the dispute is not resolved within 30 days of sending the notice, arbitration may then be initiated.

**eBay User Privacy Notice**

Key updates to the eBay User Privacy Notice:

- **Name Change.** We updated the eBay Privacy Policy to be more user-friendly and easier to read, starting with its name. Going forward, it will be called the User Privacy Notice. This name change does not reduce or change any of our commitments or responsibilities under the former Privacy Policy.

- **Organization.** We organized the sections and their titles to make our practices more clear and transparent.

- **Summary Section.** We added a summary section to the notice that allows you to quickly refer to key aspects of the notice and our privacy practices, and then links them directly to the more detailed sections, should you want to find out more information about an individual section or privacy practice.

- **Icons.** The most visible change to the Privacy Notice is the addition of icons for each section and the corresponding privacy practices to enable quick, visual navigation.

**eBay Money Back Guarantee**

Key updates to the eBay Money Back Guarantee:

- **Consistent After-Sale Experience.** We updated the policy to reflect that we're simplifying the after-sale experience for buyers and sellers with a new improved return process that gives buyers a more convenient and consistent way to return items—right from My eBay. Many of our sellers who use eBay hassle-free returns are paying for return shipping on faulty or not-as-described items. Starting September 15, an initial group of sellers, (and after a transition period, all remaining sellers) will be responsible for return shipping on items which are faulty or not-as-described. Many sellers are facilitating returns for faulty or not as described items, but for those sellers who choose not to facilitate a return or provide a return shipping label for a faulty or not as described item, we may refund their buyers without requiring the buyers to return the item, and in turn seek reimbursement from sellers.

- **Timelines.** We updated the policy to clarify timelines for buyers and sellers when an item isn't received or isn't as described in the listing. For items that offer hassle-free returns, eBay will automatically issue a refund after the refund deadline has passed. When sellers offer extended return timeframes that are longer than the standard eBay Money Back Guarantee protection window, eligibility will be extended to protect these returns when sellers don't refund buyers in accordance with their return policy.

- **Local Pick-up or Freighted Items.** We updated the policy to clarify that items damaged during pick-up or shipping, or not delivered when the buyer has arranged pick-up or freight, are not covered under the eBay Money Back Guarantee. We refer buyers to work with the freight company in such instances.

- **Appeals.** We shortened the window for appeals from 45 days to 30 days after we make a decision about a transaction issue.

As with previous updates, other changes have been made to keep the User Agreement, User Privacy Notice, and Money Back Guarantee up-to-date with our product and service offerings. **We encourage you to review the updated eBay User Agreement, User Privacy Notice, and Money Back Guarantee**—they will apply to your account as of the dates noted above. If you choose not to accept the updated terms, visit this help page for further direction.

Thank you for being a part of the eBay Community.

Sincerely,

The eBay Team

Visit our Privacy Policy and User Agreement if you have any questions.

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